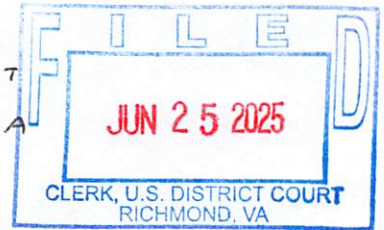


IN THE UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF VIRGINIA
Richmond Division



KEVIN JOHNSON, Plaintiff,
v. Case No. 3:24-cv-00080-HEH
VIRGINIA DEPARTMENT OF CORRECTIONS, et al., Defendants.

MOTION TO COMPEL PRODUCTION OF DOCUMENTS
AND THINGS

Plaintiff pro se pursuant to F.R. Civ. P. 37 (B) hereby moves this court to compel the defendants to produce the documents and things sought by him in his May 14, 2025 Request for Production of Documents and Things, because:

1. On May 14, 2025 plaintiff did mail to defense counsel D. Patricia Wallace a Request for Production of Documents and Things requesting production of all of his property, and legal property, which he was compelled to leave in Virginia upon a transfer to South Carolina on May 1, 2025. Also all exchanges and agreements by and between defense counsel's office, and/or Virginia and South Carolina officials concerning plaintiff's transfer to South Carolina and his treatment and conditions there. He explained that this request was made in pursuit of enforcing and setting aside the December 4, 2024 Settlement Agreement entered in this case. See Exhibit A hereto (a true copy of plaintiff's discovery request).
2. Plaintiff never received a reply nor were any objections made to his knowledge to his May 14th Document Production Request. Over thirty days have now elapsed since he mailed the request.
3. On May 29, 2025 Plaintiff sent a letter to

defense counsels seeking to resolve the discovery request without court involvement and again explaining his need of the requested documents and things.

4. Plaintiff never received a reply to his May 29, 2025 letter to defense counsels. See Exhibit B hereto.

Plaintiff swears to the truth of the foregoing facts under penalty of perjury.

BRIEF IN SUPPORT

Plaintiff seeks to enforce and set aside the December 4, 2024 Settlement Agreement in this case. To this end he has filed a prose Plaintiff's Motion and Request for Emergency Hearing on Defendants' Breach of Settlement Agreement, on ~~December 4~~^{May 27}, 2025. A court always has jurisdiction to enforce or set aside a Settlement Agreement by summary or plenary proceedings. Hensley v. Alcon, 277 F. 3d 535 (4th cir. 2002); Milner v. Norfolk, 643 F. 2d 1005 (4th cir. 1981); Ozyagcilar v. Davis, 701 F. 2d 306 (4th cir. 1983), etc.

When as here a responding party fails to object timely to a discovery request, such objections are waived and the court properly compels discovery. Bonner v. Triple - S, 68 F. 4th 677, 684 (1st cir. 2023).

THEREFORE, this court should compel the defendants to produce in full all documents and things sought by plaintiff in his Document production request attached hereto as Exhibit A, and grant him any further relief deemed fair and just.

Respectfully submitted,

7 E 7

Plaintiff pro se

Reply to: Kevin Johnson, no. 397279
Perry Correctional Institution
3521 Woods Way
State Farm, VA 23160

CERTIFICATE

I hereby certify under penalty of perjury that a true copy of this document was served by having it placed into care of custodial officials for mailing postage prepaid on this 17th day of June to clerk, U.S. District Court, 701 E. Broad St., Richmond, VA 23219 with ~~exp~~ notice to all counsels.

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Plaintiff pro se